

Proposed ~ June 4, 2021



# Collective Agreement

Between

**The Corporation of the Municipality  
of Hastings Highlands  
(hereinafter referred to as the “Municipality”)**

- and -

**The Hastings Highlands Public Library Board  
(hereinafter referred to as the “Library Board”)**

-and-

**Canadian Union of Public Employees  
and its Local 1306.7  
(hereinafter referred to as the “Union”)**

**Expiry Date: April 30, 2024**

**ARTICLE 1 - PREAMBLE**

- 1.01 It is the desire of the parties to this Collective Agreement:
- a) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
  - b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
  - c) to encourage efficiency in operation;
  - d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union;
- 1.02 It is now desirable that methods of bargaining and all matters pertaining to working conditions of the employees be drawn up in a Collective Agreement the parties hereby agree as follows.
- 1.03 The term “Employer”, when used in this Collective Agreement, refers to the Municipality and/or the Library Board, as applicable, as the employer of their respective employees.

**ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes and acknowledges that the management of the Employer's operations and direction of the employees are fixed in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the function of the Employer to:
- a) maintain order and efficiency;
  - b) select, hire, promote, demote, classify, transfer, lay-off, suspend employees, and to discipline or discharge any employee provided that a claim by an employee who has acquired seniority that he/she has been discharged or otherwise disciplined without just cause, or improperly demoted or transferred, may be the subject of a grievance and dealt with as hereinafter provided;
  - c) make, alter, and enforce from time to time policies and procedures to be observed by employees; and
  - d) schedule hours and days of work subject to the terms of this Collective Agreement.
- 2.02 The Employer shall exercise its rights in a fair and reasonable manner consistent with the provisions of the Collective Agreement.

**ARTICLE 3 – RECOGNITION AND NEGOTIATION**

3.01 Bargaining Unit:

The Municipality recognizes the Canadian Union of Public Employees and its Local 1306.7 as the sole and exclusive collective bargaining agent for all of its employees employed by the Corporation of the Municipality of Hastings Highlands save and except Chief Administrative Officer/Treasurer, Deputy Treasurer/Tax Collector, Acting Clerk and any Deputy Clerk, Chief Building Official, Transportation Manager, Manager of Safety, Waste and Facilities, Coordinator of Administrative Services, Fire Chief, Accounts Payable Clerk, Planning Secretary, and Supervisors above the rank of the aforementioned positions.

The Library Board also recognizes the Union and its Local 1306.7 as the sole and exclusive collective bargaining agent for all the employees employed by Hastings Highlands Public Library save and except supervisors and persons above the rank of supervisor.

The Employer hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Collective Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work in the Bargaining Unit:

Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting, or in emergencies when regular bargaining unit employees are not available, and provided that the act of performing the aforementioned operation, in itself, does not reduce the hours of work or pay of any bargaining unit employee.

3.03 Job Security:

Waste Management:

Except as mandated by legislation, there will be no contracting out of work normally performed by the bargaining unit employees in Landfill that would result in a layoff or a reduction in the regular hours of work or pay of any bargaining unit employee. In the event this is mandated by legislation which would result in the layoff or short work week of the Landfill bargaining unit employees, Article 10.02 (Notice of Layoffs) shall apply.

Roads:

There will be no contracting out of work normally performed by Municipal Roads employees that would result in a layoff or a reduction in the regular hours of work or pay of any bargaining unit employee.

Custodian, Library, By-Law Enforcement:

There will be no contracting out of work normally performed by the Custodian, Library employee and the By-Law Enforcement Officer that would result in a layoff or a reduction in the regular hours of work or pay of any bargaining unit employee.

3.04 Disciplinary Action:

- a) The Employer may take disciplinary action against an employee within fifteen (15) working days of the Employer having knowledge of the incident giving rise to the discipline or, in the event of an investigation by an external investigator, within seven (7) days of the completion of the investigation, provided that the investigation shall be completed in accordance with the Employer's relevant policy/policies and concluded within a reasonable amount of time in the circumstances. The employee shall then be promptly notified in writing of the disciplinary action. Any disciplinary action may be the subject of grievance.
- b) If any written warning is to be placed in the employee's file, the employee will be given a copy and a copy will be sent to the Unit Chairperson. The employee shall sign the original copy indicating that he/she did in fact receive the copy, but not to admit guilt or agree with the action taken by the Employer. Any written warning may be the subject of a grievance.
- c) The Employer may only discipline a non-probationary employee for just cause, subject to the grievance procedure.
- d) Any reprimands or warnings given in writing shall be retained on an employee's personnel file for a period of 18 months, provided another warning or reprimand of a similar nature has not been given during that 18 month period. If a second warning or reprimand of a similar nature has been given in writing during that 18 month period, both shall remain on file to the expiration of twelve (12) months from the date of the second reprimand.

3.05 No Other Agreements:

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees within this Collective Agreement and agrees not to make any agreement with any employee that conflicts with this Collective Agreement.

3.06 Definitions:

- a) **“Regular full-time employee”** is an employee hired by the Employer in a continuing position and who is regularly scheduled to work forty (40) hours per calendar week.

- b) **“Regular part-time employee”** is an employee hired by the Employer in a continuing position and who is regularly scheduled to work up to thirty (30) hours per calendar week.
- c) **“Temporary Employees/Temporary Opportunities”**
- i. Temporary employees may be hired for a specified term, not to exceed six (6) months, to replace an employee on leave or to perform any special project or duty of a non-recurring nature or in an emergency, provided that such hiring does not result in a lay-off of hours or employment or the loss of opportunity of recall of a regular full-time or regular part-time employee. This duration may be extended by mutual agreement between the Parties. Temporary employees hired will not be permitted to exercise seniority. The release or discharge of a temporary employee hired for such duration at the expiry of the term for which he/she was hired shall be at the sole discretion of the Employer.
  - ii. A temporary employee shall be paid the applicable wage rate in accordance with Schedule A attached hereto, based on the work the employee is performing.
  - iii. Bargaining unit employees shall be given the opportunity to do temporary opportunities as discussed in (i) above prior to any external temporary employees being hired. If more than one (1) bargaining unit employee is interested in performing the work of the temporary opportunity as discussed in (i) above and the temporary opportunity is expected to exceed three (3) continuous months then Article 18.04 (Method of Making Appointments) shall apply.
  - iv. When a temporary employee is hired or is assigned to replace a regular full time employee going off on parental/pregnancy leave, the temporary employee may be extended to the full parental/pregnancy leave of up to a maximum of seventy-eight (78) weeks.

d) **“Seasonal Employees”**

A seasonal employee shall be an employee hired for a period of up to six (6) months between either: April 15 and October 15 (the summer season) or October 15 and April 15 of the year following (the winter season). The winter season may be adjusted in the event of a change to the province’s highway winter maintenance standards/requirements; a change to the winter season would be communicated prior to the October 15 start date.

A seasonal employee hired to work during the winter season shall work either of the following shifts:

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Days: Saturday and Sunday 6:00 am to 2:30 pm, 8 hours per day exclusive of a ½ hour unpaid lunch.

Evenings: Saturday and Sunday 4:00 pm to 12:30 am, 8 hours per day exclusive of a ½ hour unpaid lunch.

Overtime shall be based on all hours worked in excess of forty (40) hours in a calendar week.

Probation

Seasonal employees shall be considered on a probationary basis for a period of five hundred (500) hours actually worked from their initial date of hire before acquiring rights under this Agreement. During the probationary period, the termination of a seasonal employee shall be at the discretion of the Employer. Further, it is understood that the labour arbitration doctrine of “just cause” does not apply in the termination of a probationary employee. The probationary period may be extended by mutual agreement of the Employer and the Union.

Filling Vacancies

A seasonal employee who gains a position as a regular full-time employee will have full time seniority dating back to his/her last date of hire as a seasonal employee. A seasonal employee who is moved to a regular full-time employee position shall have the probationary period waived provided he/she has completed their five hundred (500) hours seasonal probationary period.

Exclusions

All of the provisions of this Collective Agreement shall apply to seasonal employees with the exception of Article 9 (Seniority), Article 10 (Layoffs – with the exception of Article 10.03 – Recall which shall apply), Article 12 (Holidays), Article 13 (Vacations), Article 14 (Leaves of Absence), Article 16 (Health Benefits), Article 17 (Sick Leave Provisions).

Ontario Municipal Employees Retirement System Plan (OMERS)

A seasonal employee may elect to enroll in OMERS once eligibility criteria have been met, which criteria OMERS may revise from time to time.

If a seasonal employee is an active member of an OMERS pension plan with another employer, they are eligible for immediate enrolment.

Once eligible for enrolment, it is the employee’s choice as to whether or not to enroll, but once enrolled, there is no means of opting out of the plan other than through employment termination. Should the employee opt not to participate in the OMERS plan, they may be required to sign an eligibility waiver indicating that they have declined the opportunity.

3.07 Wherever the term employee or employees is used in this Agreement, it shall be deemed to include all genders. Similarly, when a gendered pronoun is substituted for the term employee or employees it shall be deemed to refer to all genders.

3.08 Federally and Provincially Sponsored Work Programs:

It is hereby agreed and understood that from time to time the Employer may participate in various Federally and Provincially sponsored work programs. Employees engaged under the program shall not be covered by the terms and conditions of the Collective Agreement. No loss of regular scheduled hours for bargaining unit members shall occur during any sponsored work program. The Employer agrees to provide reasonable notice to the Union prior to the beginning of any program and this Article shall not constitute agreement by the Union for the purpose of any Union sign-off required with the funding agency.



**ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of any employee's membership in the Union or because of his/her activity in the Union.

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, family or marital status, nor by reason of his/her membership or activity in the Union.

The Union agrees that there will be no union activity on the premises of the Employer other than as specifically permitted by this Agreement.

**ARTICLE 5 - UNION SECURITY & CHECK-OFF UNION DUES**

5.01 Check-off:

The Employer shall deduct from every employee within the bargaining unit on completion of the probationary period, any monthly dues, in accordance with the Union Constitution and/or By-Laws and owing by them to the Union.

5.02 Deductions:

Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union, not later than the 15<sup>th</sup> of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made.

5.03 Union to Indemnify the Employer:

The Union agrees to indemnify and to save the Employer harmless for any and all claims which may be made against the Employer by an employee or employees arising out of any amounts deducted from their pay as provided in Article 5.01 preceding.

5.04 The Parties agree that all employees in the bargaining unit shall be required as a condition of employment to pay Union dues, assessments and initiation fees as prescribed by the Union. All new employees within the bargaining unit shall, as a condition of employment, have the option of becoming members of the Union.

**ARTICLE 6 – LABOUR MANAGEMENT RELATIONS**

6.01 Correspondence:

All correspondence between the parties arising out of this Collective Agreement or incidental thereto shall pass to and from the C.A.O./Treasurer for the Municipality, the CEO for the Library Board (where applicable), and the Chairperson of the Local 1306.7 for the Union

6.02 a) Representation:

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

b) Union Business:

Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

c) Labour Management Committee:

There shall be a Labour Management Committee for the Municipality composed of two (2) representatives of the Union, who shall be Municipality employees, and two (2) representatives of the Municipality. Either party may require additional representation if a particular issue warrants.

There shall be a Labour Management Committee for the Library Board composed of one (1) representative of the Union, who shall be a Library Board employee, and one (1) representative of the Library Board. Either party may require additional representation if a particular issue warrants.

The Labour Management Committees shall concern themselves with general matters, i.e.:

- i. constructive criticisms of activities to improve relations between the Employer and the Union;
- ii. reviewing suggestions from the Employer, the Union or employees, questions of working conditions, and service (but not grievances);
- iii. attempting to correct conditions causing grievances and misunderstandings;

The Committees shall not have the power to add, amend, delete or change any part of the Collective Agreement. It is also understood that Committee discussions shall not give rise to a grievance or discipline.

The Committees will meet on an as-needed basis. If a meeting is requested it shall be convened within seven (7) working days of the request by either party.

Minutes shall be recorded and a copy sent to each of the members as soon as possible.

Union committee members will be allowed time off with pay to attend such meetings.

d) Joint Health and Safety Committee:

A Joint Health & Safety Committee shall be in place at the Municipality and will consist of equal representatives of both the Municipality and the Union. This Committee shall use as its guide the *Occupational Health & Safety Act* for the Province of Ontario. The Joint Health and Safety Committee representative(s) shall be granted reasonable and sufficient time to perform their duties.

e) Union Negotiating Committee:

A Negotiating Committee shall be appointed by the Union and consist of not more than three (3) members of the bargaining unit. Notwithstanding the aforementioned limit, the Union may appoint one (1) bargaining unit employee of the Library Board, for a total Union Negotiating Committee size of four (4) members of the bargaining unit, if bargaining unit employees of the Library Board would not otherwise be represented on the Union Negotiating Committee. The Union will advise the Employer as to the Union nominees on the committee at least seven (7) days before bargaining commences.

When an employee is not scheduled to work and negotiations have been scheduled the Employer shall continue to pay the employee during the time spent negotiating and shall bill the Union for the costs for the time.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

### 7.01 Election of Stewards:

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect a steward from among the Municipality employees and a steward from among the Library Board employees (if such an employee wishes to be appointed or elected to that capacity) whose duties shall be to assist any employee, whom the steward represents, in preparing and in presenting their grievance in accordance with the grievance procedure.

### 7.02 Name of Steward:

The Union shall notify the Employer in writing of the name of the steward before the Employer shall be required to recognize him/her.

### 7.03 Grievance Committee:

The Steward and the Unit Chairperson shall constitute the Grievance Committee so long as they remain an employee or until their successor is chosen.

### 7.04 Permission to Leave Work:

Stewards shall be approved to leave their work without loss of basic pay to attend to union business on the following conditions:

- a) such business must be between the Union and the Employer,
- b) the time shall be devoted to the prompt handling of necessary Union business;
- c) the Steward concerned shall obtain the permission of, in the case of the Municipality, the CAO/Treasurer or Manager of Transportation or Manager of Safety, Waste & Facilities or designate or, in the case of the Library Board, the CEO or designate, before leaving their work. Such permission shall not be unreasonably withheld;
- d) the Employer reserves the right to limit such time if it deems the time so taken to be excessive.

### 7.05 Definition of Grievance:

A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any employee, or group of employees, or the Union relating to the interpretation, application, administration or alleged violation arising out of this Collective Agreement, including any questions as to whether a matter is arbitrable. A difference with regards to the implementation and/or interpretation of the Collective Agreement shall be considered a policy grievance and shall be filed at Step 2 of the grievance procedure. On mutual agreement of the parties, grievances arising out of the same or similar matter may

be consolidated. Any grievance filed by an employee or a group of employees shall be sanctioned by the Union on the applicable grievance form and shall be filed at Step 1 of the grievance procedure.

A claim by an employee who has successfully completed the probationary period that he/she has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged at Step 2 of the grievance procedure within ten (10) working days after the former employee ceases working for the Employer and, for the purposes of this Article, Step 1 shall be waived.

**7.06 Settling of Grievance:**

It is the mutual desire of the parties that all grievances be resolved as quickly as possible. It is understood that any employee may present an oral complaint at any time to his/her supervisor without resorting to the grievance procedure below. An employee shall have the right to take a steward. Except where otherwise provided, it is understood that an employee has no grievance unless and until the matter is first discussed with the employee's supervisor. If upon the completion of said discussion the matter is not resolved, it may be grieved and disposed of in the following manner:

**Step 1:**

An employee or a group of employees having a grievance, along with their steward, shall first submit the grievance in writing to their immediate Supervisor within ten (10) working days from the employee or employees being aware of the incident giving rise to grievance. The grievance shall specify the collective agreement article(s) of which a violation is alleged and shall generally describe the scope of the alleged violation and indicate the relief sought. The Supervisor shall reply to the grievance, in writing, within five (5) working days after receiving the grievance.

**Step 2:**

If the Supervisor's reply to the grievance is not satisfactory, the written grievance may then be submitted to the C.A.O./Treasurer, in the case of the Municipality, or the Chair of the Library Board, in the case of the Library Board, within five (5) working days from the Supervisor's reply being received. A meeting shall be held between the Parties as soon as reasonably possible. The C.A.O./Treasurer, in the case of the Municipality, or the Chair of the Library Board, in the case of the Library Board, or their respective designate(s) shall reply to the grievance in writing within five (5) working days of its presentation to the C.A.O./Treasurer, in the case of the Municipality, or the Chair of the Library Board, in the case of the Library Board, or their designate.

**Step 3:**

Failing a satisfactory settlement at Step 2, the grievance may be presented for arbitration in accordance with Article 8 of this Collective Agreement. Either Party may notify the other of its desire to proceed to Grievance Mediation prior to Arbitration. Attendance at Grievance Mediation and choice of Mediator shall only be through mutual agreement. Within fifteen (15) days of a failed Mediation attempt, the Union shall provide notice of its desire to proceed to Arbitration. The Parties shall jointly share the expense of Mediation.

7.07 Employer Grievance:

It is understood that the Employer may bring forward at any meeting held with the Union Unit Chairperson any grievance and if such grievance by the Employer is not settled to the mutual satisfaction of the conferring parties it may be referred to arbitration in the same way as a grievance of an employee.

7.08 Working Days:

In this Article, “working days” shall mean normal working days and shall exclude Saturdays, Sundays and Statutory Holidays, even though an employee may work on these days.

**ARTICLE 8 - ARBITRATION**

8.01 Single Arbitration Process:

A single arbitrator process will be used.

8.02 Arbitration:

If a party requests that a grievance be submitted to arbitration, the request shall be made in writing by email or by personal service addressed to the other party to the Collective Agreement indicating the name of three (3) suggested persons it proposes to sit as the arbitrator. Within five (5) days thereafter the other party shall answer in writing by email or by personal service addressed to the other party either indicating its agreement with one of the proposed arbitrators or, if the party does not agree, proposing at least three (3) other persons it proposes to sit as the arbitrator. Within five (5) days thereafter, the other party shall answer in writing by email or by personal service indicating whether it agrees with any proposed arbitrator. Notices referred to herein shall be sent to the C.A.O./Treasurer in the case of the Municipality, to the CEO in the case of the Library Board, and to the Chairperson of the Union in the case of the Union.

8.03 Failure to Appoint:

Where the parties are unable to agree on an arbitrator after each has proposed three (3) arbitrators and the time for responding has expired, either party may request that the appointment be made by the Ministry of Labour.

8.04 Procedure:

The arbitrator may determine their own procedure but shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the difference(s) or allegation(s) submitted to arbitration and render a decision.

8.05 Authority:

The arbitrator shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Collective Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provision of this Collective Agreement.

8.06 Expenses of the Arbitrator:

Each party shall pay one half of the fees and expenses of the arbitrator.



8.07 Amending the Time Limits:

Time limits fixed for both the grievance and arbitration procedures shall be mandatory but may be extended by the mutual written consent of both parties to this Agreement. The parties agree that an Arbitrator can relieve against failure to comply with the time limits.

8.08 Any meetings with the Employer by the steward(s) and the Chairperson of the Union during the grievance or arbitration procedure shall be without loss of regularly scheduled straight time pay.

## ARTICLE 9 – SENIORITY

### 9.01 Seniority Defined:

Seniority is defined as the length of service since the last date of hiring in the bargaining unit.

Regular full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except otherwise provided herein. Seniority shall operate on a bargaining unit wide basis.

Regular part-time employees will accumulate seniority on the basis of one (1) year's seniority for each nineteen hundred and fifty (1950) hours paid in the bargaining unit as of the last date of hire, except otherwise provided herein. Seniority shall operate on a bargaining unit wide basis.

### 9.02 Seniority List:

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

### 9.03 Probationary Employees:

Newly hired regular full-time employees shall be considered on a probationary basis for a period of four (4) months from the last date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of the Collective Agreement, except with respect to discharge. The Employer may terminate the employment of such employees at any time during the probationary period, unless the Union proves discrimination, as noted in Article 4, as the basis of termination. Further, it is understood that the labour arbitration doctrine of "just cause" does not apply in the termination of a probationary employee. The probationary period may be extended by mutual agreement of the Employer and the Union. After the successful completion of the probationary period, seniority shall be effective from the last date of hire. The probationary rate for new employees will be twenty cents (\$.20) less than the rate for the applicable classification of the employee.

Newly hired regular part-time employees and seasonal employees shall serve a probationary period of five hundred (500) hours worked from the last date of hiring before acquiring rights under this Agreement. During the probationary period, the termination of a probationary employee shall be at the discretion of the Employer. Further, it is understood that the labour arbitration doctrine of "just cause" does not apply in the termination of a probationary or seasonal employee. The probationary period may be extended by mutual agreement of the Employer and the Union. After the successful completion of the probationary period, seniority shall be effective from the last date of hiring. The probationary rate for new employees will be twenty cents (\$.20) less than the rate for the applicable classification of the employee.

### 9.04 Loss of Seniority:

Except as provided in Article 9.05 and 9.06, an employee shall continue to accumulate seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

9.05 An employee shall lose seniority and his/her employment shall be deemed terminated for the following reasons:

- (a) voluntarily quits his/her employment with the Employer and does not rescind their resignation within forty-eight (48) hours;
- (b) is discharged and is not reinstated through the grievance procedure or through mediation/arbitration;
- (c) fails to report for work when recalled from lay off within five (5) working days following notice to report by the Employer sent by registered mail to his/her last known address;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer;
- (e) fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- (f) is on layoff for twenty-four (24) months;
- (g) is absent due to illness or disability which absence continues for the lesser of his/her length of seniority or twenty-four (24) months. In the event an employee's illness or disability exceeds twenty-four (24) months, the Employer agrees to review the possibility of such employee being able to return to work in the reasonably foreseeable future before terminating such employee.

9.06 Seniority while Outside Bargaining Unit:

No bargaining unit employee shall be forced to take any position outside of the bargaining unit. An employee may accept a temporary non-union assignment of up to six (6) months in a twelve (12) month period without losing their seniority in the bargaining unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the Employer and the Union. It is agreed that any and all vacancies resulting from the initial vacancy shall be posted and filled as per Article 18. Upon return to the bargaining unit, the employee shall be returned to his/her former position.

In addition, any other job position changes to any other bargaining unit member shall also revert back to their original positions. Upon return to the bargaining unit, the employee's seniority date will be adjusted by the number of weeks the employee is in the excluded

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position. During this period of leave, the employee will continue to pay union dues based on the rate of pay in the new position.

**ARTICLE 10 – LAYOFFS AND RECALLS**

- 10.01 The parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employee(s) will be laid off in the reverse order of their seniority. An employee about to be laid off may bump any bargaining unit employee of their Employer with less seniority, providing the employee exercising the right possesses the appropriate qualifications and abilities to perform the work of the less senior employee.
- 10.02 In the event of a proposed layoff or the elimination of a position within the bargaining unit the Municipality or Library Board, as applicable, shall:
- a) provide the Union with no less than fifteen (15) working days' notice of the proposed lay-off or elimination of position; and
  - b) provide to the affected employee(s), if any, the greater of the notice of termination provisions of the *Employment Standards Act* or fifteen (15) working days' written notice of lay-off, or pay in lieu thereof.
- 10.03 In the event of a recall, the employee(s) to be recalled will be recalled to their Employer in order of their seniority, the most senior being recalled first, providing the employee(s) to be recalled has the proven ability, skill and required qualifications to perform the work to which they are being recalled.
- 10.04 In the event an employee is laid off they shall continue to receive the health benefits coverage in Article 16 for the month in which they are laid off and the following one (1) month.
- The employee may, at their own expense, elect to continue these benefits for a further nine (9) months provided that the premiums are paid in advance, or by post-dated cheques, to maintain coverage.
- 10.05 Notice of any layoff or recall shall be sent by registered mail or personal service to the last known address of the employee(s) on the records of the Employer.

**ARTICLE 11 – HOURS OF WORK AND OVERTIME**

**11.01 Hours of Work and Overtime:**

The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Full Time Employees of the Municipality

Roads Crew: Winter hours:

Monday to Friday 6:00 am to 2:30 pm, 40 hours per week, 8 hours per day, exclusive of a ½ hour unpaid lunch break.

Summer hours:

Shifts for the period beginning April 15<sup>th</sup> to October 15<sup>th</sup> shall be forty (40) hours per week, ten (10) hours per day, may be scheduled Monday to Thursday or Tuesday to Friday, from 6:00 am. to 4:30 pm, exclusive of a ½ hour unpaid lunch break.

Evening Shifts:

Monday to Friday 4:00 pm to 12:30 am, 40 hours per week, 8 hours per day, exclusive of a ½ hour unpaid lunch break. In the event the Employer requires an evening shift in the Roads Department, they shall post and offer the shift to all Operators. The two (2) most senior Operators, who wish to move temporarily to Evenings, shall be assigned the shift. If no one requests to be assigned to evenings, the Employer shall assign the two (2) junior Operators.

Weekend Hwy 62:

Saturday + Sunday, 8 hours per day, exclusive of a ½ hour unpaid lunch. Days 6:00 am to 2:30 pm. Evenings 4:00 pm to 12:30 am.

Operator, Waste + Facilities:

Monday to Friday 6:00 am to 2:30 pm, 40 hours per week, 8 hours per day, exclusive of a ½ hour unpaid lunch break.

**11.02 Landfill Attendants:**

The parties agree that from time to time the hours of operation of the municipal waste sites may be adjusted.

It is further agreed that, if the adjustment of these hours results in the layoff or shorter work-week of bargaining unit employees, Article 10.02 (Notice of Layoff) shall apply. Employees requested to attend training or a meeting on a scheduled day of work will be paid all hours in attendance beyond their regularly scheduled hours. Employees who are not scheduled to work on the day of training or meeting shall be paid a minimum of two (2) hours to attend.

Senior employees who lose hours as a result of the adjustment to the hours of operation, provided they have the appropriate qualifications and abilities to perform the work, shall be allowed to bump into hours held by less senior employees providing that the result is they are not regularly scheduled more than thirty (30) hours per week.

When working hours are to be changed which does not result in a layoff of hours or the elimination of a position, the Employer will, with a memo, inform the Employees and the Union, two (2) weeks prior to the change.

If at any time there is an absent Landfill Attendant, every reasonable effort will be made by the Employer to replace the absent Landfill Attendant with the senior available Landfill Attendant.

A posted schedule for Landfill Attendants will be made available at all landfill sites by the 15<sup>th</sup> of the previous month for the next thirty (30) calendar days.

#### 11.03 Custodian:

The Custodian is normally scheduled to work three (3) days per week, typically, Monday, Tuesday, and Saturday. Hours of work vary with certain assignments but regularly scheduled hours are not less than three (3) hours of duration. The Parties agree that from time to time the hours of the Custodian may be adjusted. The Employer shall provide the Union with as much advance notice as is practicable of any such adjustment.

Additional hours for custodial opportunities will be offered to the Custodian on an as needed basis.

It is further agreed that, if the adjustment of these hours results in the layoff of the Custodian, Article 10.02 (Notice of Layoffs) shall apply.

#### 11.04 Library Hours of Work:

The Library's Hours of operation are typically – Monday, Friday, and Saturday 10:00 am to 2:00 pm; Tuesday and Thursday – 10:00 am to 6:00 pm; and Wednesday – 10:00 am to 4:00 pm.

The parties agree that from time to time the hours of operation of the Library may be adjusted. All shift replacement opportunities shall be offered on a seniority basis, provided they have the appropriate qualifications and abilities to perform the work.

Senior Library Board employees who lose hours as a result of the adjustment to the hours of operation, provided they have the appropriate qualifications and abilities to perform the work, shall be allowed to bump into hours held by less senior employees and providing that the result is they are not regularly scheduled more than thirty (30) hours per week.

When working hours are to be changed which does not result in a layoff or reduction of hours or elimination of a position, the Library Board will, with a memo, inform the employees and the Union, two (2) weeks prior to the change.

**11.05 By-Law Enforcement Officer:**

The parties agree that from time to time the hours of work of the Municipal By-Law Enforcement Officer may be adjusted but in no event shall the hours of work of the By-Law Enforcement Officer be less than two (2) hours for each call-in request.

**11.06 Break Period:**

All employees shall be permitted one fifteen (15) minute paid rest period, approximately midway, both in the first and second half of a shift on the job site.

All employees shall be permitted one fifteen (15) minute paid rest period when they work three (3) hours beyond their regular hours already worked and when an employee works six (6) or more hours beyond their hours already worked they shall receive a thirty (30) minute paid rest period.

**11.07 Overtime Rates:**

Overtime rate of time and one-half ( $1\frac{1}{2}x$ ) will be paid on an employee's normal rate of pay for work performed after forty (40) hours in one week and for work performed on any and all of the holidays listed in Article 12.01.

**11.08 Minimum Call-Back Time:**

An employee who is called in and required to work overtime, including holidays listed in Article 12.01 of this Collective Agreement, shall be paid for a minimum of four (4) hours at overtime rates, and shall be paid from the time they arrive at their workplace.

**11.09** Except for employees who are regularly scheduled to work the night shift, the Employer shall provide a shift premium of \$.50 per hour for all regularly scheduled hours worked between 5:00 pm and 6:00 am. Hours included for the purpose of shift premium shall include any overtime hours worked during this time period. Employees who are regularly scheduled to work the night shift shall receive the above shift premium effective 4:00 pm to 6:00 am.



11.10 Eligibility for Overtime:

Employees may be requested to work overtime by their immediate supervisor and/or Manager or designate.

Employees who feel overtime may be required must obtain approval from their immediate Supervisor or Manager, or designate, prior to working the overtime.

Employees required to work in excess of their regular scheduled weekly hours will be granted compensating time off (lieu time) at the rate of one and one half (1-1/2) hours for all work performed in excess of an employee's regular weekly scheduled hours. Employees who work on Saturday or Sunday will be granted compensating time off (lieu time) at the rate of one and one half (1-1/2) hours for all work performed on Saturdays or Sundays, provided the employee has worked forty (40) hours or more in the work week. Compensating time off (lieu time) may be taken at times mutually agreeable between the Supervisor and the employee.

Employees must receive approval, in advance, for time-off-in-lieu, by submitting the appropriate forms to their Manager, or designate. Time-off-in-lieu of one (1) working day or less may be taken without application provided verbal approval has been given in advance by their immediate Supervisor or Manager, or designate.

Excluding after hours and emergencies, bargaining unit employees shall take their working directions from their immediate Supervisor or Manager, or designate, or the CAO/Treasurer, in the case of the Municipality, or the CEO, in the case of the Library Board.

Unless prescribed by legislation and related rules and regulations, employees' regular scheduled hours of work shall not be altered in order to avoid paying overtime.

11.11 Banked or Lieu Time:

In any given calendar year, an employee may accumulate a total of one hundred and twenty (120) hours of banked or lieu time hours. Any hours worked in excess of the one hundred and twenty (120) hours the employee shall schedule time or shall be paid out by the Employer in accordance with Article 11.07. It is understood that these one hundred and twenty (120) hours are replenishable.

Each employee must indicate on their timesheets how their overtime is to be allocated, either by payout or banked hours in any pay period.

The Employer's practice of providing employees the option to convert banked/lieu time to vacation time to replenish the employee's vacation to their maximum permitted carry-over complement as provided in Article 13.04. Any un-converted or remaining banked or lieu time hours are to be paid out to a zero (0) balance on the last pay period of November of the current calendar year. The employee may request this payout over the next two (2) pay

periods or opt for payment in full. Employees may request to be paid out any of their banked time on their timesheets.

The parties agree that the past practice of granting time off for the Roads Crew between Christmas and New Year's will continue.

It is further agreed that, employees required to perform work between Christmas and New Year's will be paid at the appropriate rate as defined in the Collective Agreement.

Note: If there is a negative balance of hours, these hours will be carried forward to the next calendar year.

**11.12 Senior Part-Time Employees:**

Senior regular part-time employees who lose hours, provided they have the appropriate qualifications and abilities to perform the work, shall be allowed to bump into hours held by less senior employees in their department, and then to the rest of the bargaining unit within their Employer in Article 10.02 (Notice of Layoffs), providing that the result is they are not regularly scheduled more than thirty (30) hours per week.

## ARTICLE 12 – HOLIDAYS

### 12.01 List of Holidays:

The Employer recognizes the following as paid holiday for all Employees:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
Civic Holiday	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day	Float Day

An employee who works on any of the above-mentioned paid holidays, shall be paid for their time in accordance with Article 11.04 and shall receive additionally, a day off in lieu for working the holiday equivalent to the regular rate of pay that she/he would normally have earned on such day. The day off in lieu shall be over and above the banked time identified in Article 11.04 and shall be mutually agreed between the employee and his/her Supervisor. Requests for the holiday lieu day shall not be unreasonably denied.

### 12.02 Holidays Falling on Weekend:

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the employees shall be entitled to that day off on a Monday or a Friday to be set by the Employer within the following thirty (30) day period.

### 12.03 Holiday During Vacation:

If a paid holiday falls or is observed during an employee's vacation, they shall be granted an additional day's vacation for each holiday, in addition to their regular vacation time.

### 12.04 Holiday During Bereavement:

If a paid holiday falls or is observed during an employee's bereavement leave, they shall be granted an additional day's bereavement for each holiday, in addition to their regular bereavement time.

**ARTICLE 13 - VACATIONS**

13.01 In addition to the days off as per Article 12, regular full-time employees will be entitled to vacation with pay, to be accumulated as follows:

- a) An employee, in their first year of hire, shall receive vacation time prorated to the amount of time paid within the vacation entitlement year with a full year's entitlement being ten (10) days.
- b) In the year that an employee completes one (1) years' service they shall receive two (2) weeks' vacation with pay that year.
- c) In the year that an employee completes four (4) years' service they shall receive three (3) weeks' vacation with pay that year.
- d) In the year that an employee completes eight (8) years' service they shall receive four (4) weeks' vacation with pay that year.
- e) In the year that an employee completes fifteen (15) years' service they shall receive five (5) weeks' vacation with pay that year.
- f) In the year that an employee completes twenty-five (25) years' service they shall receive six (6) weeks' vacation with pay that year.

If an employee leaves the employment of the Employer for any reason, including a resignation or a retirement, their annual vacation entitlement of that year will be prorated to their date of leaving. If the employee has over-taken vacation at the time their employment ends, the Employer shall be entitled to deduct the value of the over-taken vacation from any monies owed to the employee.

13.02 For other than regular full-time employees, vacation time will be pro-rated based on the number of hours worked, divided by 1950 hours.

Vacation pay will be calculated for regular part-time, seasonal employees and temporary employees on the basis of 4%, 6%, 8%, 10%, or 12% (whichever is applicable for two, three, four, five, or six weeks) of his/her earnings received from the Employer in such period. For the purpose of this calculation one (1) year shall be equivalent to 1875 hours paid. For regular part-time employees, seasonal employees and temporary employees, vacation pay shall be paid out on each bi-weekly pay.

For purposes of calculating vacation pay, the term gross pay shall be interpreted to mean the total amount of monies earned by the employee, including regular wages, overtime, statutory holiday pay and premium earnings, and/or any other amount earned by the employee in the service of the Employer. The appropriate percentage as per Article 13.02 (part-time vacation) of the total of these payments will be added to each employee's regular payroll and will be subject to all statutory deductions.

13.03 Vacation entitlement shall be converted to hours for the purposes of accrual and usage (i.e., hours of work: 10 hour days vs 8 hour days)

13.04 Vacation Carry-Over:

Employees may carry forward unused vacation entitlement, to a maximum of the employee's current year entitlement, from one year to the next. No more than one year's worth of vacation entitlement may be carried over from one year to the next, unless mutually agreed upon between the Employer and the employee.

13.05 Employees must receive approval for vacation, in advance, by submitting the appropriate forms to their Manager, the CAO/Treasurer, in the case of the Municipality, or the CEO, in the case of the Library Board, or their designate as applicable. Requests for vacation between June 1<sup>st</sup> and September 30<sup>th</sup> shall be submitted by May 15<sup>th</sup> of that year.

13.06 Requests for time off between Christmas and New Year's shall be granted giving full consideration to the operational needs of the Employer. Employees who are required to perform work between Christmas and New Year's will be paid at the appropriate rate as defined in the Collective Agreement.

13.07 Roads Crew employees and the Operator assigned to Waste and Facilities may be required to use their compensating time off (lieu time) for any regularly scheduled work days that fall between the Christmas and New Year's period. It is agreed that if insufficient lieu time has been accumulated, that sufficient advance lieu time will be granted and will be repaid when earned.

13.08 Approved Leave of Absence During Vacation:

Where an employee qualified for bereavement during the period of vacation of the employee, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, all of which shall be by mutual agreement between the Employer and the employee and subject to the requirement to maintain an efficient operation within the particular department.

## ARTICLE 14 – LEAVE OF ABSENCE

### 14.01 Union Leave:

- a) Subject to Article 14.01 (c), a leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer at least ten (10) working days in advance to one (1) bargaining unit employee elected or appointed to represent the Union at Union conventions, education, seminars or other legitimate Union business. Such time shall not exceed a total of twenty (20) days in any calendar year. There shall be no leave of absence for Union business without the Employer's approval. The Employer shall continue to pay the employee during the above leave and shall bill the Union for the costs of time spent on said leave.
- b) Subject to Article 14.01 (c), a leave of absence without pay and without loss of seniority and service shall be granted to a bargaining unit employee elected or appointed to Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be a period of one (1) calendar year from the date of appointment unless extended for a further specific period by mutual agreement of the Parties. Upon the request of the employee, he/she may continue to pay into the benefits plan at his/her own expense.
- c) It is understood that such leave will be granted with due regard to the proper coverage in those departments from which employees are requesting leave and that such leave requests shall not be unreasonably denied.

### 14.02 Bereavement Leave:

A regular full-time employee shall be granted a maximum of:

five (5) consecutive working days leave in the case of death of a spouse (including common-law), son, daughter, common-law and step relationships, mother or father;

three (3) consecutive working days leave in case of the death of a brother, sister, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, mother-in-law or father-in-law or grandparent;

one (1) day leave in the case of the death of an aunt or uncle, niece or nephew.

These days shall be granted with pay.

Where burial occurs outside of Ontario, the bereavement leave shall also include the employee's reasonable travelling time, not exceeding seven (7) days, but the employee shall not be paid during such allowable travelling time beyond the basic days leave with pay.

Notwithstanding the foregoing, under extenuating circumstances an employee may apply to the C.A.O./Treasurer, in the case of the Municipality, or the CEO, in the case of the Library

Board, for unpaid leave consequent upon the death of a close friend and/or relative not included above and unpaid leave under such circumstances shall not be unreasonably withheld.

In cases where burial involves an interment an employee shall be entitled to use one (1) of the paid days listed above for the day of the interment.

#### Bereavement Leave - Part Time Employees

Regular part time Employees shall be paid their regular pay for up to three (3) working days Bereavement leave for their regularly scheduled shifts during a five (5) working days window in the case of death of a spouse (including common law), son, daughter, common-law and step relationships, mother, father, brother, sister, brother-in-law, sister-in-law, daughter-in-law, mother-in-law, father-in-law, or grandparent. Regular part time Employees shall be paid their regular pay for up to one (1) working day Bereavement leave for their regularly scheduled shift during a five (5) working days window in the case of death of an aunt, uncle, niece, or nephew.

#### 14.03 Jury or Crown Witness Duty:

Employees required to act as jurors or Crown witnesses shall be granted a leave of absence with pay and without loss of seniority or benefits for this purpose. The Employer shall pay the employee his/her full basic wage or salary for the period of such service provided that the employee shall turn over to the Employer the full amount of compensation received for said service, excluding payment for travelling and meals, and provided the employee presents to the Employer proof of service and the amount of payment received.

#### 14.04 General Leave:

The Employer may grant leave of absence without pay and without loss of seniority to an employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld without good reason. Article 14.06 (Effect of Absence) shall apply.

#### 14.05 Pregnancy/Parental/Adoption/Emergency Leave:

The parties agree that Pregnancy/Parental/Adoption /Emergency Leave shall be granted in accordance to the *Employment Standards Act* for the Province of Ontario.

#### 14.06 Effect of Absence:

It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue. During an unpaid absence exceeding thirty (30) continuous calendar days, excluding any absence related to an illness, injury and/or disability, credit for services for

**Proposed – June 4, 2021**

purposes of salary increment, vacation, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence. It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, service shall accrue during a pregnancy and/or parental/adoption leave.



**ARTICLE 15 - WAGES AND CLASSIFICATIONS**

15.01 Pay Days:

Schedule “A”, hereto attached, headed Job Classifications and Wage Rates, is hereby made part of this agreement. Payment of wages shall be made bi-weekly by direct deposit. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions. At the time of hiring, each new employee shall be informed of his/her starting pay.

15.02 Rate for Acting Supervisor:

When an employee is designated as an acting non-union Supervisor by the Manager of Operations or his/her designate, the employee will be paid not less than ten (10) percent above the rate of their classification.

15.03 Certification and/or License Fees:

The Employer shall pay normal costs associated with maintaining certification and/or licenses, provided it is a job requirement as determined by the Employer.

15.04 Those employees who are required to use their personal vehicle on municipal business will be compensated at the municipal rate. Landfill Attendants shall not be required to transport landfill materials in their personal vehicle. The Municipality may adjust the rate from time to time as per Revenue Canada adjusted rates.

15.05 Pay on Temporary Transfer:

Where an employee is temporarily assigned in advance by the employee’s supervisor to perform the duties of a higher paid position, he/she shall receive the rate of pay applicable to such higher position for all hours. In the event the assignment is to a lower classification, the employee shall retain their regular rate of pay for the position from which they were temporarily assigned.

## ARTICLE 16 – HEALTH BENEFITS

16.01 All regular full-time employees are to receive parity with the Office Staff Benefit package.

It is hereby agreed and understood that the Employer may change carriers of insurance policies provided there is no reduction in employee benefits and coverage and no premium cost increases to Employees.

The Employer shall pay One Hundred Percent (100%) of the premiums for all regular, full-time employees which includes the following coverage:

Health Benefits Coverage as per Manulife Financial Plan LE (subject to the Employer's right to change carriers as noted above).

- a) Extended Health Care - (nil deductible);
- b) Dental coverage - Basic Services – Level I (current ODA fee guide), Supplementary Basic Services – Level II & Orthodontics – Level V;
- c) Vision Care coverage up to three hundred and fifty dollars (\$350.00) and vision testing up to a maximum of one hundred dollars (\$100), for each employee, and each dependent family member, every twenty-four (24) months, upon submission of receipt the cost of vision testing for employees will be fully covered if required by the employee's job; and
- d) travel coverage.

16.02 Group Life Insurance:

The Employer shall pay 100% of the premiums necessary to maintain in force Group Life Insurance coverage of two (2) times normal yearly salary for each regular full-time employee.

16.03 Long Term Disability:

The Employer shall pay 100% of the premiums necessary to maintain in force a long term disability plan for each regular full-time. Coverage for the long term disability plan shall be at 66.67% of monthly earnings to a maximum of \$4,000/month.

16.04 Paramedical Benefits:

To help minimize the use of sick leave and enhance employee health and fitness, the Employer agrees to pay the premiums for paramedical services for eligible regular full time employees. The current entitlement shall be:

Physiotherapist and Chiropractor services and Massage Therapist (family coverage) to a maximum of five hundred dollars (\$500) per calendar year, for eligible regular full-time employees, with prior authorization from a physician.

Such benefits are payable only after the annual maximum allowance under the provincial health plan has been paid.

16.06 The Employer shall continue to provide to a regular full-time employee who is absent on Sick Leave the benefits outlined in Article 16 with the Employer paying one hundred (100%) per cent of the premiums.

16.07 Payment in lieu of Benefits:

Regular part-time, temporary and seasonal employees shall receive twelve percent (12.0%) on top of their regular hourly wage in lieu of benefits under Articles 12 (with respect to holidays and float days), 16.01-16.06 (Health Benefits), 17 (with respect to Sick Leave), plus vacation pay.

Regular part-time employees who previously opted to remain under the benefits program shall continue to participate in the program contributing 25% to the premiums and shall not have the option to convert to payment in lieu of benefits.

**ARTICLE 17 – SICK LEAVE**

17.01 Sick Leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable by the Workers' Safety Insurance Board. In addition, sick leave is also defined as the period of time an employee is permitted to be absent from work with full pay because he/she is responsible for the care of an immediate family member for the purposes of preventative health care, including dental and/or for illness of an immediate family member.

Regular full-time employees are entitled to sick leave as follows:

- a) Each regular full-time employee shall be allowed fifteen (15) sick days per year. These fifteen (15) days shall be non-cumulative and shall only be used for legitimate illness.
- b) For employees working less than full time (5 days or 40 hours per week) one eight-hour day shall be allowed for every four hundred and eighty hours (480) actually worked.

Note: Employees receiving payment in lieu of benefits in accordance with Article 16.07 are not entitled to a) or b).

There is no cash value for accumulated sick days and they may be used only for legitimate illness. No payout of accumulated sick days shall be made at the time of cessation of employment for any reason..

Sick days may be accumulated to a maximum of sixty (60) days.

17.02 If an employee with sick leave credits, banked time credits and/or vacation credits in their bank is prevented from working for the Employer on account of an occupational illness or accident that is recognized by the Workers' Safety Insurance Board as compensable within the meaning of the *Workers' Safety Insurance Act*, the Employer, on application from the employee will supplement the award made by the Workers' Safety Insurance Board for loss of wages to the employee by such amount that the award of the Workers' Safety Insurance Board for loss of wages, together with the supplementation of the Employer, will equal one hundred (100%) per cent of the employees earnings. The amount required to supplement the award will be deducted from the employee's appropriate bank.

The above provision will not be used to top-up an employee's pension from the Workers' Safety Insurance Board. There is no obligation for the Employer to continue top-up once all banks are emptied.

17.03 Deductions from Sick Leave:

If an employee takes any part of a day as sick leave, the employee will be deemed to have taken one (1) day of sick leave.

17.04 Proof of Illness:

In the event that the employee claims to be entitled to more than three (3) days absence due to illness the Employer shall be entitled to a certificate from a qualified medical practitioner with respect to all days of absence beyond the three (3) days. All costs of any and all certificates required by the Employer shall be paid for by the Employer.

17.05 Sick Leave Records:

The Employer will keep a record of all unused sick leave. Immediately after the close of each calendar year, such employee shall review the records of the Employer and verify that the accumulated sick leave is correct. Any employee is to be advised, on application, of the amount of sick leave accrued to his/her credit.

The Employer will keep a record of any deficit of sick leave that is owed to the Employer. Immediately after the close of each calendar year, such employee shall review the records of the Employer and verify that the accumulated deficit is correct. Any employee is to be advised, on application, of the amount of the said deficit..

## ARTICLE 18 – JOB POSTINGS

18.01 When a vacancy occurs or a new position is created inside the bargaining unit the Employer shall notify the Union in writing and post notice of the position on all applicable bulletin boards for a minimum of five (5) working days in order that all employees of the Municipality or Library Board, as applicable, will know about the position and be able to make written application therefore. When the Employer decides not to fill the position, written notice will be provided to the Union no more than thirty (30) calendar days after the vacancy occurs.

18.02 Information in Postings:

Such notice shall contain the following information: nature of position; qualifications; required knowledge and education; skills; shift; wage or salary rate or range.

18.03 Recognition of Seniority:

Both parties recognize:

- a) The principle of promotion within the service of the Employer;
- b) That job opportunity should increase in proportion to length of service.

18.04 Method of Making Appointments:

In making staff changes, transfers or promotions, within the bargaining unit, appointment shall be made of the applicant with the best qualifications, provided that, in the judgment of the Employer, the applicant meets the criteria required for the position. Where, in the judgment of the Employer, there is relative equality between applicants with the best qualifications, the Employer shall make the appointment according to seniority. Appointments if made from within the bargaining unit shall be made within five (5) weeks of posting. If none of the present employees apply or qualify within one (1) week of posting, the Employer may advertise for outside applicants. The Union shall be notified of all appointments and recalls within five (5) working days. Each internal applicant shall be advised, in writing, of the outcome of the job competition within three (3) days of the decision.

18.05 Trial Period:

The successful applicant shall be placed on trial for a period of five (5) months. In the event the successful applicant proves unsatisfactory in the position during this trial period and/or if the employee chooses not to remain in the position, he/she shall be returned to his/her former position.

## ARTICLE 19 – MISCELLANEOUS

### 19.01 Access to Personnel File:

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the CAO/Treasurer, in the case of the Municipality, or the CEO, in the case of the Library Board, or designate. An employee has the right to request copies of any documents in his/her file. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

19.02 It shall be the duty of each employee to notify the Employer in writing, promptly, of any change in address, email address, and telephone number. If an employee fails to do this the Employer will not be responsible for failure of a notice to reach such employee. All notices shall be confirmed in writing by registered mail.

### 19.03 Pension:

All eligible employees, except those who exercise their option to opt-out, as applicable, shall participate in the basic Ontario Municipal Employees Retirement System (OMERS) pension plan. Contributions will be made in accordance with the terms of the OMERS plan.

### 19.04 Job Descriptions:

Job descriptions shall be the responsibility of the Employer and proposed amendments will be discussed with the Union before implemented.

### 19.05 Bulletin Boards:

The Municipality agrees to provide Bulletin Boards at the Municipal office as well as at all Roads Depots, and the Library Board agrees to provide Bulletin Boards at the Library, for the exclusive use of the Union for bulletins and materials.

### 19.06 Clothing Allowance:

The Municipality agrees to provide each permanent employee in the bargaining unit with the following allowance per year to purchase green patch designated safety boots and work clothing.

Regular full-time employees of the Municipality will receive a clothing allowance of six hundred and fifty (\$650) (inclusive of a gloves allowance) paid out as a lump sum (no receipt required) in January of each year.

Regular part-time employees will get a clothing allowance of 50% of the Regular full time Employees. For calculation purposes, a regular part-time employee must work a minimum of three hundred (300) hours once for the clothing allowance. Once achieved, regular part-

time employees will receive subsequent clothing allowances paid out as a lump sum in January of each year.

19.07 Safety Equipment:

When operating a device that requires safety equipment to be worn, such safety equipment must be worn. Safety footwear must be worn by all employees at all times. The Health and Safety Committee shall determine and recommend to the CAO/Treasurer when it is appropriate to wear safety shoes or safety boots.



**ARTICLE 20 - NO STRIKES OR LOCK-OUTS**

- 20.01        There shall be no strike or lock-out as defined in the *Ontario Labour Relations Act*, as may from time to time be amended, so long as this Collective Agreement continues to operate.

**ARTICLE 21 – DURATION OF COLLECTIVE AGREEMENT**

21.01 This Collective Agreement shall be binding and remain in effect between January 1, 2021 and April 30, 2024 and will continue in force from year to year thereafter unless written notice shall have been given by one party to the other within ninety (90) days prior to the termination date, or the anniversary date of any subsequent annual extension, that it is desired to terminate or amend the Collective Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**For the Union:**

David Reeves  
Don McCombs  
Robb

**For the Municipality:**

[Signature]  
[Signature]  
[Signature]

**For the Library Board:**

Rod Moffitt  
Collette Freeman

**SCHEDULE “A” WAGES**

<b>Classification</b>	<b>Rate on Dec. 31, 2020</b>	<b>Jan. 1, 2021</b>	<b>Jan. 1, 2022</b>	<b>Jan. 1, 2023</b>	<b>Jan. 1, 2024</b>
		2%	1.75%	1.75%	1.75%
Mechanic	\$30.81	\$31.43	\$31.98	\$32.54	\$33.11
Operator	\$23.90	\$24.38	\$24.80	\$25.24	\$25.68
Operator, Waste and Facilities	\$23.90	\$24.38	\$24.80	\$25.24	\$25.68
Landfill Attendant	\$16.32	\$16.65	\$16.94	\$17.23	\$17.54
Labourer	\$18.00	\$18.36	\$18.68	\$19.01	\$19.34
Custodian	\$16.32	\$16.65	\$16.94	\$17.23	\$17.54
Bylaw Enforcement Officer	\$27.26	\$27.81	\$28.29	\$28.79	\$29.29
Assistant Librarian	\$16.32	\$16.65	\$16.94	\$17.23	\$17.54
Information Services Librarian	\$16.32	\$16.65	\$16.94	\$17.23	\$17.54
Information Services Technician Librarian	\$16.32	\$16.65	\$16.94	\$17.23	\$17.54
Heritage Librarian	\$16.32	\$16.65	\$16.94	\$17.23	\$17.54

**SCHEDULE "B" LANDFILL PROCEDURE**

Upon completion of the landfill attendant’s shift each attendant is to complete a Municipal time card documenting the hours worked on their shift that day. The time card, waste site tipping fees and invoices collected during that shift will be placed and sealed in a Municipal envelope provided by the Employer. Upon completion of their shift the landfill attendants will deliver the Municipal envelope to the Municipal office located at 33011 Hwy. 62N in Maynooth. The Municipal envelope will be deposited in the after-hours drop box.

In addition to payment for their hours worked, for performing the above procedure after their scheduled hours of work, the Employer will pay the equivalent of one (1) hour regular wages as a premium to the landfill attendant.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**For the Union**

**For the Municipality**

David Reeves

J. Stewart

Dan McCounach

John J.

M.B. Hines

MMhs

**LETTER OF UNDERSTANDING**

**Excess Hours of Work Agreement**

**The Corporation of the Municipality of Hastings Highlands  
(hereinafter referred to as the "Municipality")  
-and-  
Canadian Union of Public Employees and its Local 1306.7  
(hereinafter referred to as the "Union")**

**WHEREAS** the parties wish that employees may continue to work excess hours as contemplated in the collective agreement and which are allowed by the *Employment Standards Act, 2000* (the "ESA").

**AND WHEREAS** the *ESA* requires an agreement between an employer and an employee for the employee to work more than eight (8) hours in a day, or the number of hours in a regular work day if more than eight (8), and forty-eight (48) hours in a week.

**THEREFORE** the parties agree as follows:

1. In accordance with s.17(2) of the *ESA*, the Union consents to employees voluntarily working in excess of the employees' regular work day, provided that employees do not work in excess of a total of thirteen (13) hours per work day, subject to the overtime provisions in the collective agreement.
2. Also in accordance with s.17(3) of the *ESA*, the Union consents to employees voluntarily working excess hours beyond forty-eight (48) hours in a work week, provided that employees do not work in excess of a total of sixty (60) hours per week, subject to the overtime provisions in the collective agreement.
3. Notwithstanding paragraphs 1 and 2, the Municipality may require employees to work more than the maximum number of hours in exceptional circumstances, pursuant to s. 19 of the *ESA*.
4. This agreement shall continue to operate at all times that the collective agreement is in operation.

**Dated this                  day of                                  , 2021**

**For the Union**

**For the Municipality**

David Reeves  
Paul McConaughy  
M. B. [unclear]

[Signature]  
[Signature]  
MUP

**LETTER OF UNDERSTANDING**

**Mechanic/Operator Position**

**The Corporation of the Municipality of Hastings Highlands**

**(hereinafter referred to as the “Municipality”)**

**- and -**

**Canadian Union of Public Employees and its Local 1306.7**

**(hereinafter referred to as the “Union”)**

***WHEREAS*** as part of the Municipality’s promoting of succession planning initiative, the Municipality wishes to hire a Mechanic/Operator in preparation of the eventual retirement of the Municipality’s Mechanic;

***AND WHEREAS*** this position will cease upon the retirement of the current Mechanic;

***NOW THEREFORE*** the parties agree as follows:

1. This position will cover the Weekend PT Operator position slot from October 15 to April 15 (Article 11, Weekend Highway 62) two (2) eight (8) hour shifts.
2. This position will work three days a week as a Mechanic between October 15 and April 15, these days will be Wednesday, Thursday, and Friday at eight (8) hour days.
3. This position will work four (4) ten (10) hour days from April 16 to October 14. Opposite shift located (out of the Bangor Works Yard) as the current Mechanic (Article 11 Summer Hours).
4. It is understood that occasionally the Mechanic and Mechanic/Operator will need to complete tasks together as per #3 but primarily the Mechanic/Operator will work out of the Bangor Yard.
5. This position will be a Full Time Union position with benefits to start immediately.
6. This position will be paid for the hours worked as Mechanic at the applicable Mechanic hourly rate under the Collective Agreement and for the hours worked as Operator at the applicable Operator hourly rate under the Collective Agreement.
7. It is agreed that the person in this position as Mechanic/Operator will attain the Full-time Mechanic’s position upon its vacancy and the Mechanic/Operator position will cease immediately upon the filling of the vacant Full Time Mechanic position.
8. After the termination of the Mechanic/Operator position, the Municipality will fill the PT Winter Weekend Highway 62 position from October 15 to April 15 as per Article 11 Weekend Highway 62.

9. The Union agrees to waive Article 18 on a one time basis without prejudice or precedent basis.

Dated this                  day of                          , 2021

For the Union

David Reeves  
Hai McCormack  
[Signature]

For the Municipality

[Signature]  
[Signature]  
UMU

Proposed – June 4, 2021

**LETTER OF INTENTION**

**The Corporation of the Municipality of Hastings Highlands**

**(hereinafter referred to as the “Municipality”)**

**- and -**

**Canadian Union of Public Employees and its Local 1306.7**

**(hereinafter referred to as the “Union”)**

**RE: New Employees Confirmation of Seniority**

*WHEREAS* new employees have been added to the Municipality’s workforce and the Union’s bargaining unit, in order to clarify their status for the purposes of the seniority list, the Municipality undertakes to provide the union, within two (2) weeks of ratification, their start date and number of hours worked since their hiring.

**Within** forty-five (45) days of receipt of this data, the Union will confirm this information with these employees and provide the Employer acknowledgment of same. Upon receipt of this information, the Employer will update the current seniority list and provide same to the Union.

Dated this                  day of                                  , 2021

For the Union

David Reeves

Alan McCormack

Justin

For the Municipality

[Signature]

[Signature]

[Signature]